

Companies Registration Office

CRO receipt date stamp



5301316

CN: 261621

Companies Acts 1963 to 2006

Company Number

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C1

Company name

Please complete in black typescript or in BOLD CAPITALS, referring to explanatory notes

Home Funding Corporation Limited (the "Company")

Limited

in full

Description of the Charge

(a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☒ (f) ☒ (g) ☐ (h) ☐ (i) ☐

note one

Date created

Day

0	1
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Month

0	5
---	---

Year

2	0	1	2
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Amount secured

☐

All monies and / or obligations which now are, or at any time may become, due or owing to the security holder by the company on any account and all other liabilities whatsoever of the company to the security holder whether actual or contingent and whether as principal debtor, guarantor, surety or otherwise.

note two

☐

All monies and / or obligations which now are, or at any time may become, due or owing to the security holder under an agreement between

and

Dated

Day

Month

Year

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☐

Amount

€ / £ /

Plus interest and charges YES / NO delete as appropriate

☒

Other please specify

All monies and liabilities which are now or shall from time to time thereafter be due owing or incurred to the Lender by the Company whether or jointly with any other person(s) and whether as principal or surety under, pursuant to or in connection with the Finance Documents or any of them.

(Capitalised terms in this Form C1 have the meanings set out in the Annexure hereto)

Certificate to be completed regarding property outside the State

☒

It is not necessary, to register the charge in any other country to make it valid or effectual.

☐

It is necessary to register the charge in another country to make it valid or effectual,

note three

and the charge was presented for registration on

Day

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Month

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Year

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at

or

☐ A separate form, 47C, shall be delivered in due course to the registrar with the appropriate fee.

Presenter details

Name
Address

DX number
Telephone number
Email

Matheson Ormsby Prentice
70 Sir John Rogerson's Quay
Dublin 2

2
232 2000
sam.lyons@mop.ie

DX Exchange	2
Fax Number	232 3333
Reference Number	SLY/AKI/662321/2

Persons entitled to the charge

note four

Name

Elsa Ethy Martin (the "Lender")

Address

72 Galley Lane
Herts EN5 4AL

Name

Address

Name

Address

Name

Address

Name

Address

Short particulars of the property charged

note five

XXX Fixed Charge and Assignment

As continuing security for the payment and discharge of the Secured Liabilities the Company as beneficial owner (and also in the case of registered land as registered owner or the person entitled to be registered as registered owner) thereby.

Floating Charge

Charged in favour of the Lender by way of first floating charge, ranked pari passu and pro rata with other Permitted Security Interests:

1. the Home Loans; and
2. the Designated Accounts and all monies (including interest) from time to time standing to the credit thereof and the debts represented thereby.

Security Assignment

After the occurrence of an Event of Default the Company shall assign unto the Lender all its rights, title and interest in and to the full benefit of the Mortgages.

NOTE: THE DEBENTURE CONTAINS A NEGATIVE PLEDGE PROVISION AND AUTOMATIC CRYSTALLISATION PROVISIONS DETAILS OF WHICH ARE SET OUT IN THE ANNEXURE ATTACHED HERETO.XXX


☒ Further particulars *note six*

Verification

note seven

Either side or both sides to the transaction (or their solicitors) may sign. If only one party signs then a certified copy of the deed creating the charge should be enclosed. The notes following constitute part of this form.

Signature of applicant



Name in block letters or typed

Sam Lyons

Counter-signed

Name in block letters or typed

Position held

Solicitor, Matheson Ormsby Prentice

Nature of interest in the charge

Solicitor acting on behalf of the Lender

Position held

Nature of interest in the charge

☒ Place an X in the box if the deed is attached.

**ANNEXURE TO FORM C1 IN RESPECT OF THE DEED OF DEBENTURE DATED 1 MAY 2012
BETWEEN HOME FUNDING CORPORATION LIMITED AND ELSA ETHY MARTIN (THE
"DEBENTURE")**

Negative Pledge

The Company shall not except in relation to a Permitted Security Interest or with the prior written consent of the Lender:

- (a) create, extend or permit to subsist any Security Interest (save a lien arising by operation of law in the ordinary course of trading provided any such lien is discharged within 60 days after it arises unless being contested in good faith and by appropriate proceedings) over the Secured Assets or any of them ranking in priority to or pari passu with or after the security thereby created, or
- (b) part with, sell, transfer, lend, lease, licence or otherwise dispose of, whether by means of one or of a number of transaction related or not and whether at one time or over a period of time, the whole or any part of the Secured Assets, except the Company may in the ordinary course of the Company's business and for the purpose of carrying on the same, sell, lease or otherwise dispose of, at market value, any of the Secured Assets not subject to or expressed to be subject to a fixed security under the Debenture; or
- (c) (without prejudice to the generality of the foregoing) enter into any arrangement to sell, factor, discount or deal with any of the Secured Assets for money (i) with any person or company not obliged to the Company in relation to the Secured Assets or (ii) with any person or company obliged to the Company in relation to the Secured Assets save insofar as the same may be necessary in the ordinary course of getting in and realising the Secured Assets.

Conversion of Floating Charge

The Lender may at any time after the occurrence of an Event of Default, by notice to the Company convert the floating charge hereby created into a specific charge as regards such of the Secured Assets specified (whether generally or specifically) in that notice if the Lender considers it would be desirable to do so in order to protect, preserve or supplement the security hereby created over those Secured Assets or the priority of such security. If, without the prior consent in writing of the Lender or as permitted under the Finance Documents, the Company creates any Security Interest over any of the Secured Assets, or attempts to do so, or if any person properly levies or attempts to levy any distress, attachment, execution or other legal process against any of the Secured Assets, the floating charge created by the Debenture over those Secured Assets shall automatically, without notice, be converted into a fixed charge instantly such event occurs. If the Company ceases to carry on business or be a going concern or if an Event of Default occurs, the floating charge created by the Debenture shall automatically without notice, be converted into a fixed charge over all the Secured Assets not otherwise effectively subject to a fixed charge under this

Debenture instantly such events occurs. Nothing in this clause shall prejudice or affect any other event which may cause the floating charge created by this Debenture to crystallise over the Secured Assets.

Capitalised terms used in this form and not otherwise defined herein shall have the meanings given to them in the Debenture.

The following capitalised terms shall have the following meanings:

“Customer” means a customer listed in Schedule 1;

“Designated Account” means such account(s) as shall from time to time be designated by or otherwise acceptable to the lender for the purpose of receiving the relevant monies;

“Event of Default” means any of the events specified in clause 11 of the Facility Letter;

“Facility Letter” means the facility letter dated 9 January 2012 from the Lender to the Company;

“Finance Documents” means this letter, the Debenture, the Intercreditor Agreement, the Subordination Agreement and any other document designated as such by the Lender and the Company;

“Home Loans” means all those book and other debts of any nature whatsoever now or at any time hereafter due, owing or incurred by Customers that are supported by the Mortgages;

“Intercreditor Agreement” means the intercreditor agreement dated 9 January 2012 and made between the Lenders;

“Mortgages” means each of the mortgages set out in Schedule 1 and any other mortgage as provided from time to time by a Customer in favour of the Company;

“Nominated Sum” means the sums loaned to the Company on the same Secured Assets by the Lenders;

“Permitted Security Interest” means any Security Interest created by the Company in relation to the Nominated Sums;

“Secured Assets” means the Mortgages and the Home Loans;

“Security Interest” includes any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement or other security arrangement or agreement and any other agreement or arrangement having substantially the same economic effect;

“Secured Liabilities” means all monies and liabilities which are now or shall from time to time hereafter be due owing or incurred to the Lender by the Company whether solely or jointly with any other person (s) and whether as principal or surety under, pursuant to or in connection with the Finance Documents or any of them; and

Subordinated Agreement” means the subordination agreement dated 1 May 2012 and made between the Lender, the Company and City Corporation Limited.

SCHEDULE 1

Mortgages

2. Mortgage dated 21 October 2003 between [REDACTED] and Home Funding Corporation Limited;
3. Mortgage dated 2 March 2004 between [REDACTED] and Home Funding Corporation Limited;
4. Mortgage dated 23 August 2004 between [REDACTED] and Home Funding Corporation Limited;
5. Mortgage dated 25 May 2005 between [REDACTED] and Home Funding Corporation Limited;
6. Mortgage dated 12 August 2005 between [REDACTED] and Home Funding Corporation Limited;
7. Mortgage dated 13 July 2001 between [REDACTED] and Home Funding Corporation Limited;
8. Mortgage dated 27 September 2011 between [REDACTED] and Home Funding Corporation Limited;
9. Mortgage dated 30 November 2001 between [REDACTED] and Home Funding Corporation Limited;
10. Mortgage dated 13 August 2002 between [REDACTED] and Home Funding Corporation Limited;
11. Mortgage dated 26 May 1999 between [REDACTED] and Home Funding Corporation Limited;
12. Mortgage dated 15 March 2001 between [REDACTED] and Home Funding Corporation Limited;
13. Mortgage dated 4 July 2001 between [REDACTED] and Home Funding Corporation Limited;
14. Mortgage dated 8 February 2008 between [REDACTED] and Home Funding Corporation Limited;
15. Mortgage dated 8 May 1998 between [REDACTED] and Home Funding Corporation Limited;
16. Mortgage dated 1 September 1997 between [REDACTED] and Home Funding Corporation Limited;
17. Mortgage dated 29 September 1998 between [REDACTED] and Home Funding Corporation Limited;
18. Mortgage dated 1 October 1998 between [REDACTED] and Home Funding Corporation Limited;
19. Mortgage dated 31 October 2008 between [REDACTED] and Home Funding Corporation Limited;
20. Mortgage dated 19 August 1998 between [REDACTED] and Home Funding Corporation Limited;
21. Mortgage dated 19 January 1999 between [REDACTED] and Home Funding Corporation Limited;
22. Mortgage dated 22 September 1997 between [REDACTED] and Home Funding Corporation Limited;

23. Mortgage dated 13 October 1997 between [REDACTED] and Home Funding Corporation Limited;
24. Mortgage dated 17 November 1997 between [REDACTED] and Home Funding Corporation Limited;
25. Mortgage dated 6 May 1997 between [REDACTED] and Home Funding Corporation Limited;
26. Mortgage dated 19 October 1998 between [REDACTED] and Home Funding Corporation Limited;
27. Mortgage dated 12 January 1999 between [REDACTED] and Home Funding Corporation Limited;
28. Mortgage dated 11 November 1998 between [REDACTED] and Home Funding Corporation Limited;
29. Mortgage dated 3 February 1999 between [REDACTED] and Home Funding Corporation Limited;
30. Mortgage dated 5 February 1999 between [REDACTED] and Home Funding Corporation Limited;
31. Mortgage dated 9 April 1999 between [REDACTED] and Home Funding Corporation Limited;
32. Mortgage dated 25 November 1999 between [REDACTED] and Home Funding Corporation Limited;
33. Mortgage dated 21 October 1999 between [REDACTED] and Home Funding Corporation Limited;
34. Mortgage dated 23 March 2000 between [REDACTED] and Home Funding Corporation Limited;
35. Mortgage dated 11 May 2000 between [REDACTED] and Home Funding Corporation Limited;
36. Mortgage dated 5 May 2000 between [REDACTED] and Home Funding Corporation Limited;
37. Mortgage dated 3 August 2000 between [REDACTED] and Home Funding Corporation Limited;
38. Mortgage dated 28 September 2000 between [REDACTED] and Home Funding Corporation Limited;
39. Mortgage dated 25 June 1997 between [REDACTED] and Home Funding Corporation Limited;
40. Mortgage dated 19 March 1998 between [REDACTED] and Home Funding Corporation Limited;
41. Mortgage dated 10 July 1998 between [REDACTED] and Home Funding Corporation Limited;
42. Mortgage dated 27 February 1998 between [REDACTED] and Home Funding Corporation Limited;
43. Mortgage dated 30 June 1997 between [REDACTED] and Home Funding Corporation Limited;